The San Ramon Valley Fire Protection District (hereinafter referred to as “SRVFPD”) is requesting bid proposals for the services of a qualified BIDDER or BIDDERS to provide all equipment, labor and materials for the Fire Station 34 Remodel Project at 12599 Alcosta Blvd., San Ramon, CA, according to the specifications of the SRVFPD as detailed in the Scope of Work. Proposed submittals should include methodology for the provision of the services listed below, as well as any other pertinent information regarding equipment to be used, technician qualifications, etc., and should conform to at least the minimum qualifications listed in this document.

**Scope of Work**

Please refer to “Fire Station 34 Remodel” Plans dated October 1, 2018 and Technical Specifications Dated October 12, 2018 (Exhibit A and B).

**Parts and Supplies**

CONTRACTOR shall provide all labor, parts, equipment and supplies to perform the work as specified.

**Award of Contract**

SRVFPD reserves the right to reject any and all Bid Proposals and to waive irregularities in the Bid Proposal procedure.

The award of the contract, if awarded, will be to the qualified BIDDER(s), whose Bid Proposal represents the lowest responsible and responsive bid and complies with the requirements prescribed. Consideration will be given, but not limited to, the bid price, BIDDER’S past work performance, references from other employers similar to the SRVFPD, ability to meet the minimum specifications, ability to obtain insurance coverage, possession of and ability to retain qualified personnel, possession of licenses and certifications, possession of equipment, and tools necessary to complete the work specified and compliance with equal opportunity employment standards. Such award, if made, will be made within sixty (60) calendar days after the closing date and time set for receiving Proposals.
**Award of Contract (cont’d)**

All Bids will be compared on the basis of the information provided and detailed in CONTRACTOR’S Bid and the services required in the contract documents.

Failure of CONTRACTOR to execute the proposed contract and return same to the SRVFPD with evidence of the insurance specified in said contract within ten (10) working days after receiving the contract for execution shall be just cause for the SRVFPD to withdraw its acceptance of the Bid.

The SRVFPD reserves the right to reject any or all Bid Proposals received as the public good may require. All BIDDERS are subject to the reference checks and all Bid Proposals are subject to evaluation of the required specified information submitted before a final determination of award of contract to the successful BIDDER(s) is made as determined by the SRVFPD.

Questions regarding Bid Proposals should be directed in writing to: Jeff Katz, JKA Architecture (jeff@jeffkatzarchitecture.com).

**Additions, Deletions or Changes**

The SRVFPD reserves the right to add, delete or change areas under this Agreement and may do so upon giving written notice to CONTRACTOR. If these changes cause an increase or a reduction in the maintenance costs included in this Agreement, they shall be readjusted and, when agreed upon, incorporated into the Agreement.

**Term**

The term of the Agreement shall be for a period of three months (3) from the date of execution of the Agreement.

**Insurance Requirements – Types and Limits**

Contractor, at Contractor’s own expense, shall maintain the following insurance policies with insurers possessing a Best’s minimum rating of A+.

a. **General Liability Coverage.** Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance policy or other policy with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.

b. **Automobile Liability Coverage.** Contractor shall maintain automobile liability insurance in amounts not less than $1,000,000 per occurrence for bodily injury and
**Additional Insured Requirements (cont’d)**

property damage for all activities arising out of or in connection with the work to be performed.

**Additional Insured Requirements**

a. **Additional Insureds.** District and its elected or appointed officers, directors, officials, employees, agents, volunteers, attorneys, and representatives shall be covered as additional insured for general liability and automobile liability coverage with respect to liability arising out of work performed by or on behalf on Contractor, including materials, parts or equipment furnished in connection with such work or operations.

b. **Contractor’s Primary Policy.** This policy shall be considered primary insurance as to the District, its elected or appointed officers, directors, officials, employees, agents, volunteers, attorneys, and representatives. Any insurance maintained by the District, including any self-insured retention the District may have, shall be considered excess insurance only and shall not be required to contribute to a loss that should otherwise be paid by Contractor’s insurer.

c. **Separate Coverage.** Contractor’s general liability and automobile liability insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insurer.

d. **Waiver of Subrogation.** In addition, Contractor’s insurance company for general liability and automobile liability coverage shall waive the right of subrogation.

e. **Failure to Report.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its elected or appointed officers, officials, employees, agents and volunteers.

f. **30-Day Cancellation Notice.** Contractor’s insurer shall unconditionally provide thirty (30) days written notice of any cancellation of coverage by certified mail return receipt requested.

**Scheduling**

A detailed schedule for completion should be included in proposal submittals, as listed in the “Instruction to Bidders” and “Bidder’s Acknowledgment” of this document. Actual schedule will be determined during the drafting of the contract, between CONTRACTOR and the SRVFPD’s Project Manager and agreed upon prior to the start of work.

The CONTRACTOR shall conduct the work required in such a manner as to cause the least amount possible of interference to the public and the general operation of the SRVFPD. The SRVFPD may determine under special circumstances that the work
Scheduling (cont’d)

should be performed outside of the regular business hours. In these instances, SRVFPD shall provide ample notice, when possible, to CONTRACTOR.

Safety

Safe work practices shall be enforced at all times. Protective gear and appropriate clothing shall be worn and utilized at all times and shall comply with all local, State and Federal safety regulations.

All services and merchandise must comply with the California State Division of Industrial Safety Orders and O.S.H.A. requirements. CONTRACTOR shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Relations. All machinery shall arrive at the work site in good, safe working condition.

Under no circumstances shall any repair work be conducted on any machinery at the job site without the consent of the SRVFPD’s Project Manager or designee. All machinery shall be maintained according to the manufacturer specifications. Machinery, which has defective or missing safety devices, shall not be used at any time. Machinery shall not be used in unsafe environmental conditions. The exact number of people required by the manufacturer specifications shall operate all machinery. Generally accepted safety practices shall be used at all times.

Performance

The SRVFPD shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractor assigned to the work by the CONTRACTOR. If the SRVFPD reasonably rejects staff or subcontractors, the CONTRACTOR must provide replacement staff or subcontractors satisfactory to the SRVFPD in a timely manner and at no additional cost to the SRVFPD. The day-to-day supervision, personnel safety training and the control of the CONTRACTOR’S employees and subcontractors are solely the responsibility of the CONTRACTOR.

Supervision

Work performed by any worker assigned to perform duties related to this Agreement shall be directly employed and supervised on site by the CONTRACTOR. The CONTRACTOR shall perform all management necessary, including, but not limited to: the technical supervision, compliance with safety regulations practices.
**Wages**

Pursuant to Section 1770, et seq., of the California Labor Code, the successful BIDDER(s) shall not pay less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations. BIDDERS may obtain information regarding prevailing rate per diem by contacting the California Department of Industrial Relations.
Instructions to Bidders

Examination of Specifications, Sites and Contract

BIDDER(s) shall examine carefully the site where the services are to be provided, the specifications, and the contract forms therefore. A mandatory pre-bid conference will be held on Tuesday, October 30, 2018, 10:00am at Fire Station 34 located at 12599 Alcosta Blvd., in San Ramon, CA. The submission of a Bid Proposal shall be conclusive evidence that the BIDDER has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirement of the Bid Proposal, specifications, and the contract.

Bidder Questions and Answers

Bidders must direct all questions about the meaning or intent of Bidding Documents to Architect: Jeff Katz Architecture, 280 Bettencourt Street, Sonoma, CA 95476, jeff@jeffkatzarchitecture.com in writing (via email). Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda posted to the District’s website. It is the bidders’ responsibility to continually check the website for any addenda. Owner may not answer questions received less than seven Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

Duty to Examine the Site

BIDDER shall examine carefully the specifications and be familiar with the site where the services are to be provided.

Bid Proposal Requirements

1. A completed Bidder’s Acknowledgment Form.
2. Signed Guarantee Form.
3. Schedule for Completion.
4. Provide a list of three (3) local references of projects completed by BIDDER’S company involving similar work completed during the last two (2) years. Include the references’ current phone number and a description of the project completed.
5. A list of any subcontractors which will be used.
6. Proof of current and valid insurance according to the limits and conditions specified.
7. Copies of Licenses and Certificates.
Note: Additional work which may be necessary will be completed by the CONTRACTOR for an agreed upon price submitted by the CONTRACTOR and accepted by the SRVFPD.

Interested firms should submit, in a sealed envelope, properly marked, a Bid Proposal and/or Qualifications to complete the requested services. Each envelope shall be labeled on the outside of the envelope: Proposal for “Fire Station 34 Remodel Project” and include the BIDDER’S Business Name, BIDDER’S Name, BIDDER’S License Number (when applicable), BIDDER’S phone number and current mailing address. Proposals are due by 2:00pm, on Wednesday, November 14, 2018, and should be addressed to Support Services Division, San Ramon Valley Fire Protection District.

Bid Proposal Requirements (cont’d)

Bid Proposals can be mailed or delivered to 1500 Bollinger Canyon Road, San Ramon, CA 94583. Faxed copies of Bid Proposals or Proposal Forms will not be accepted.

All Bid Proposals shall, in a clear and legible manner, include the following information pertaining to the delivery of services:

- **BIDDER’S Qualifications** A list of references, companies and agencies or other persons familiar with the BIDDER’S work performance shall be listed for the purpose of obtaining specific information about the BIDDER(s). The BIDDER(s) must reference a minimum of three (3) projects. If the BIDDER(s) does not have a sufficient number of references to provide, then a detailed description of the BIDDER’S capabilities may be substituted. The description shall include: number of years of experience, degrees and certifications retained by the BIDDER, financial stability of the BIDDER evidenced by the BIDDER’S capability and ability to obtain the necessary insurance and any other pertinent information relevant to the BIDDER’S experience. Referenced projects shall include: the current mailing address of the reference, current phone number of the reference and the name of the contract or representative for each project referenced.

- **Insurance Information** Scope of insurance, limits of insurance and any other insurance provisions.

- **Proposed Schedule and Methodology of work.**

**Addenda**

SRVFPD may, when necessary, and at a time prior to the closing date and time, issue addenda to the Specifications to amend, clarify or correct matter contained therein. Such addenda shall constitute a part of said Specifications and shall be equally binding with them. Addenda will be forwarded to all prospective BIDDERS, insofar as they are known to the SRVFPD.
Opening of Bid Proposals

Bid Proposals will be received up to the time and place indicated in the published Legal Notice. Bid Proposals received after the time and date specified will not be accepted and will be returned to the BIDDER. Bid Proposals will be opened immediately following the time indicated in the published Legal Notice; however, actual selection of CONTRACTOR will be pending review of qualifications.

Relief of BIDDER(s)

Attention is directed to the provisions of Government Public Contract 10200 to 10205 inclusive concerning relief of a BIDDER(s) and in particular to the requirement therein, that if the BIDDER claims a mistake was made in BIDDER'S Bid Proposal, the BIDDER shall give the SRVFPD written notice within five (5) days after the closing date and time of the acceptance of the alleged mistake, specifying in the notice in detail how the mistake occurred.

Rejection of Bid Proposals

Bid Proposals may be rejected if they show any alteration of form, additions not called for, conditional Bid Proposals, incomplete Bid Proposals, erasures or irregularities of any kind.

The SRVFPD reserves the right to reject any or all Bid Proposals for improper form upon finding the BIDDER(s) to be irresponsible or incompetent, collusion, unbalanced price schedule, inability to perform the contract or any other reason found to be detrimental to the SRVFPD’s interest or welfare. Neither the SRVFPD nor the SRVFPD’s Project Manager shall be deemed responsible for any oral clarification or will same be binding.

Evaluation of Proposals

All Bid Proposals will be evaluated to determine if the BIDDER(s) are qualified based on the required specified information submitted in the Bid Proposals. Award of contract will be to the qualified BIDDER(s) presenting the lowest price for the requested services. The SRVFPD reserves the right to award one or more contracts, as the public good may require. Bid Proposals submitted by BIDDER(s) determined to be unqualified to perform the requested services as specified, or which do not meet the minimum requirements, or omit information, or are not eligible and/or are not completed correctly as determined by the SRVFPD, will be rejected. Rejected Bid Proposals are sent back to the submitting BIDDER with a letter explaining why the Bid Proposal was rejected.
BIDDER’S Acknowledgment

San Ramon Valley Fire Protection District
Support Services Department
1500 Bollinger Canyon Road
San Ramon, CA  94583

Date______________________________

Bid Price $________________________

Additive Alternate #1 Bid Price $________

The undersigned, as BIDDER, declares that we have received and examined the documents for the Fire Station 34 Remodel Project, San Ramon, CA, and have reviewed the job site in San Ramon and will contract with the SRVFPD, on the form(s) of agreement provided herewith, to do everything required for fulfillment of the contract for the complete work as outlined within the time span specified, at the prices and on the terms and conditions contained herein.

We agree that the following shall form a part of this Bid Proposal:

1. A completed Bidder’s Acknowledgment Form.
2. Signed Guarantee Form.
3. Schedule for Completion.
4. Provide a list of three (3) local references of projects completed by BIDDER’S company involving similar work completed during the last two (2) years. Include the references’ current phone number and a description of the project completed.
5. A list of any subcontractors which will be used.
6. Proof of current and valid insurance according to the limits and conditions specified.
7. Copies of Licenses and Certificates.

If our Bid Proposal is accepted, we agree to sign the agreement and to furnish the required documents within ten (10) calendar days after receiving written notice of the award of the contract.

The SRVFPD reserves the right to reject any or all Bid Proposals or to accept only a portion of the Bid Proposal or to waive any informality in the Bid Proposal. BIDDERS submitting a Bid Proposal may make a written request to the Assistant Fire Chief of Support Services prior to the closing period, requesting permission to amend a Bid Proposal without penalty.
A Bid Proposal presented to the SRVFPD may be withdrawn prior to the closing date and time. A written request for withdrawal, made to the Assistant Fire Chief of Support Services and signed by the BIDDER(s) will be accepted up to the closing date and time. Once withdrawn, the Bid Proposal cannot be resubmitted. A BIDDER(s) that has withdrawn its Bid Proposal may not work as a subcontractor for the BIDDER(s) awarded the contract.

The BIDDER(s) declares that the only person or parties interested in the Bid Proposal as principals are those named herein and that the Bid Proposal is made without collusion with any other person, firm or corporation.

__________________________________________
Company Name or Individual BIDDER

__________________________________________
Address of BIDDER

__________________________________________
Signature of BIDDER

__________________________________________
Title of Signator

__________________________________________
State of Incorporation
Fire Station 34 Remodel Project, San Ramon, CA
Guarantee Form

We, _____________________________ *(Company Name or Individual)*, hereby guarantee that all work performed for the Fire Station 34 Remodel Project, will be guaranteed for a period of One (1) Year from the date of acceptance by the San Ramon Valley Fire Protection District (“SRVFPD”). During the One (1) Year guarantee period of the Fire Station 34 Remodel Project, we guarantee other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship, without any expense whatsoever to the SRVFPD.

Within fifteen (15) days after being notified in writing by the SRVFPD of any defects in the work, we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this Guarantee, and to complete the work within a reasonable period of time, and in the event of our failure to so comply, we collectively and separately do hereby authorize said SRVFPD to proceed to have such work done at our expense and we will honor and pay the cost and charges therefore upon demand.

Dated: ________________________________

By: ________________________________

Title: ________________________________